

CHARLES E. BOLEN, OSB Bar No. 962249  
ceb@roguelaw.com  
MELISA A. BUTTON, OSB Bar No. 116113  
mab@roguelaw.com  
Hornecker Cowling LLP  
14 N. Central Ave., Ste. 104  
Medford, OR 97501  
(541)779-8900  
Fax: (541) 779-2982  
Of Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

LOJY AIR COMPANY,  
An Egyptian Corporation,

Plaintiff,

v.

GLOBAL FINANCIAL & LEASING, INC.,  
An Oregon Corporation, and  
RICHARD KEITH WARD, individually,

Defendants.

Case No.: 3:17-CV-00920-YY

MOTION TO ENFORCE SETTLEMENT

CERTIFICATE OF RULE 7-1 COMPLIANCE

The undersigned certifies that a good faith effort was made to confer with Plaintiff's counsel prior to filing this Motion by leaving a voice message and exchanging emails with Plaintiff's counsel, Joseph Bahgat. Despite such efforts to confer, the parties have been unable to resolve the issues in this Motion.

MOTION TO ENFORCE SETTLEMENT

Defendants hereby move the court for an order finding that the parties have entered

into an enforceable settlement agreement resolving their disputes, having the terms attached hereto as Exhibit 1.

On January 9, 2019, Plaintiff's counsel emailed Defendants' counsel: "I just received communication from Captain Barakat that he will accept Mr. Ward's offer of \$10,000 for settlement. Please confirm that we have a settlement." (Decl. of Button, Ex. 1 at 3).

That same morning, Defendants' counsel emailed Plaintiff's counsel: "Mr. Ward agrees to settle for \$10,000. We will prepare a settlement and release agreement and send it to you for your review. Should the check be made out to "Clark Griffin, LLC Trust Account?" (Decl. of Button, Ex. 1 at 2). That same morning, Plaintiff's counsel responded that the settlement funds be made by certified check or by cash, and if by check, then made out to "ClarkeGriffin LLC – Trust Account." (Decl. of Button, Ex. 1 at 2).

On January 11, 2019, Defendants' counsel emailed to Plaintiff's counsel: "I have the cashier's check. I can mail it to you as soon as your client signs the release." (Decl. of Button, Ex. 1 at 1).

Over the following weeks, the parties then went back and forth over the written form of the release.

On February 15, 2019, Plaintiff's counsel emailed a form of Settlement Agreement and Release, indicating that it was the only agreement that Plaintiff would sign. (Decl. of Button, Ex. 2).

On February 19, 2019, Defendants' counsel emailed a proposed revised version of the agreement to Plaintiff's counsel. (Decl. of Button, Ex. 3).

On March 12, 2019, Plaintiff's counsel indicated that Plaintiff refused to sign Defendants' most recently proposed version. (Decl. of Button, Ex. 4 at 1). In response, on

March 12, 2019, Defendants' counsel stated that Defendants agreed to sign the settlement agreement in the form proposed by Plaintiff on February 15, 2019. (Decl. of Button, Ex. 2).

On March 18, 2019, Defendants' counsel emailed Plaintiff's counsel, "I am following up on my email last week regarding the settlement agreement. Our client has signed the newly revised version, and I have the check." (Decl. of Button, Ex. 5 at 1).

These emails set forth a binding and enforceable settlement agreement between the parties. Defendants' agreed to pay Plaintiff the sum of \$10,000 in exchange for dismissal with prejudice of this lawsuit. Plaintiff proposed a form of written agreement, which Defendants have accepted and agreed to without any changes.

#### CONCLUSION

For the foregoing reasons, this Court should rule that the parties have entered into a settlement in the form attached as Exhibit 1 hereto, and that this case be dismissed with prejudice pursuant to the terms of the settlement.

DATED: June 17, 2019.

HORNECKER COWLING LLP

/s/ Melisa A. Button

MELISA A. BUTTON, OSB No. 116113  
CHARLES E. BOLEN, OSB No. 962249  
Of Attorneys for Defendants

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (referred to herein as the “Settlement Agreement”) is entered into this 12<sup>th</sup> day of March, 2019, by and between LOJY AIR COMPANY, an Egyptian Corporation (“LOJY”), and GLOBAL FINANCIAL & LEASING, INC., an Oregon Corporation, and RICHARD KEITH WARD (collectively “Global Financial”).

### **RECITALS**

**WHEREAS**, LOJY filed an action in Oregon District Court against Global Financial in Case No. 3:17-cv-00920-YY on or around June 13, 2017 (the “Civil Action”), involving allegations arising from a prior action between the parties filed in Oregon District Court Case No. 3:10-cv-1369-PK, and Global Financial filed counterclaims in the Civil Action; and

**WHEREAS**, the parties wish to settle all claims between them;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

**Section 1. Payment.** Within 15 days of LOJY executing this Agreement and delivering such to Global Financial, Global Financial shall pay LOJY the sum of Ten Thousand Dollars (\$10,000.00) in the form of a cashier’s check made payable to “ClarkeGriffin LLC -Trust Account” to be mailed to ClarkGriffin, LLC, 121 SW Salmon Street One World Trade Center, Suite 1100, Portland, OR 97204.

**Section 2. Dismissal of Civil Action.** Within 5 business days after legal counsel for LOJY has received the check described in Section 1, the Parties shall execute and file a Stipulated General Judgment of Dismissal of the Civil Action with prejudice with each party to bear its own costs and attorney fees.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as of the day and year first written above.

**LOJY Air Company**

**Global Financial & Leasing, Inc.**

By: \_\_\_\_\_  
Capt. Galal Barakat, Chairman and CEO

By: \_\_\_\_\_  
Richard Keith Ward, President

\_\_\_\_\_  
Richard Keith Ward, individually